



IT IS HEREBY ADJUDGED and DECREED that the below described is SO ORDERED.

Dated: January 12, 2015.

**TONY M. DAVIS
UNITED STATES BANKRUPTCY JUDGE**

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE WESTERN DISTRICT OF TEXAS
AUSTIN DIVISION**

IN RE:

ELGIN-BUTLER COMPANY,
TRIKEENAN TILEWORKS, INC.
OF NEW YORK, AND
MCINTYRE TILE COMPANY, IN.C

Jointly Administered Debtors

§
§
§
§
§
§
§
§
§
§

CASE NO. 14-11180-TMD

CASE NO. 14-11181-TMD

CASE NO. 14-11182-TMD

Chapter 11

Jointly Administered Under

CASE NO. 14-11180-TMD

**AGREED ORDER ON LIMITED OBJECTION TO
THE PRIORITY OF FROST BANK'S LIENS**

Came on for consideration the Limited Objection to the Priority of Frost Bank's Liens ("Objection") filed by New York Business Development Corporation ("NYBDC") and Steuben Trust Company ("Steuben"). The Court having considered the pleadings of the parties and the agreement of NYBDC, Steuben and Frost Bank which is incorporated into the terms of this order, it is therefore ORDERED as follows:

1. Pursuant to that certain intercreditor agreement dated April 17, 2012, executed by NYBDC, Elgin-Butler Company and Trikeenon, Inc. of New York ("Trikeenon"), NYBDC

continues to hold a first priority security interest in Machinery, Equipment, Molds, Tools, Accessories and Furniture owned by Trikeen as of the commencement of its prior bankruptcy case, being *In re Trikeen Tileworks, Inc., Trikeen Holdings, Inc., and Trikeen Tileworks, Inc. of New York*, jointly administered under Case No. 10-13725, in the United States Bankruptcy Court, District of New Hampshire. This Machinery, Equipment, Molds, Tools, Accessories and Furniture are hereinafter collectively referred to as the “Trikeen Machinery and Equipment”.

2. The secured claim of Steuben arises from a promissory note dated February 8, 2006, in the amount of \$1,025,000.00. Payment of this promissory note is also secured by a duly recorded Commercial Collateral Mortgage and Security Agreement (“Mortgage”) dated February 8, 2006, executed by City of Hornell Industrial Development Agency, as Fee Owner Mortgagor and Trikeen Tileworks, Inc. of New York, as Leasehold Mortgagor in favor of Steuben Trust Company, as Mortgagee covering property locally known as 40 Shawmut Park Drive, Hornell, Steuben County, New York (the “Real Property”) and by a Collateral Assignment of Lease executed by City of Hornell Industrial Development Agency and Trikeen Tileworks, Inc. of New York, collectively as Assignor, and by Steuben Trust Company, as Assignee, covering that certain lease agreement (“Lease Agreement”) dated February 1, 2006, between City of Hornell Industrial Development Agency and Trikeen Tileworks of New York, which lease covers the Real Property. Pursuant to the Mortgage and the Lease Agreement, Steuben has a first lien in the Real Property and the Lease Agreement.

3. Frost is not claiming, nor does it have any liens superior to those of NYBDC or Steuben in the Trikeen Machinery and Equipment, the Real Property or the Lease Agreement.

###

AGREED TO AND ENTRY REQUESTED BY:

C. DANIEL ROBERTS & ASSOCIATES, P.C.
1602 E. Cesar Chavez
Austin, Texas 78702
Telephone: (512) 494-8448
Facsimile: (512) 494-8712

By: /s/ C. Daniel Roberts
C. Daniel Roberts
Texas Bar No.: 16999200
droberts@cdrlaw.net

ATTORNEYS FOR NEW YORK BUSINESS
DEVELOPMENT CORPORATION AND STEUBEN
TRUST COMPANY

LUTTRELL + VILLARREAL LAW GROUP
Afton Oaks
400 N. Loop 1604 E., Suite 208
San Antonio, Texas 78232
Telephone: (210) 426-3600
Facsimile: (210) 426-3610

By: /s/ Leslie M. Luttrell
Leslie M. Luttrell
State Bar No. 12708650

ATTORNEYS FOR FROST BANK